

UNITED STATES POSTAL SERVICE[®]
Suite^{Link}™ INTERFACE DEVELOPER AGREEMENT

THIS AGREEMENT LICENSES THE DEVELOPMENT OF SOFTWARE INTERFACES FOR THE Suite^{Link} SYSTEM and is effective on the date signed by the United States Postal Service, by and between: (Developer) _____, a _____, having its principal place of business at: (Address) _____ (City) _____ (State) _____ (ZIP + 4) _____ - _____, and the United States Postal Service (USPS), with offices at National Customer Support Center (NCSC), Suite^{Link} Licensing Department, 6060 Primacy Pkwy, Suite 201, Memphis TN 38188-0001.

LICENSE AGREEMENT Number: 692301-06-STE-XXXXX

In consideration of the mutual covenants set forth herein, the parties agree as follows:

Introduction

- USPS has created a confidential and proprietary system for improving business delivery addresses for multi-occupation buildings by determining whether a suite number and/or secondary address information is available and if so providing this information in response to an inquiry, named the Suite^{Link} System.
- To facilitate greater efficiency and economic benefits for businesses in the mail industry and for the USPS, the decision was made to offer a commercial product referred to herein as the Suite^{Link} Product (defined below).
- Developer wishes to acquire a nonexclusive license solely for the purpose of developing one or more interfaces needed for use with the Suite^{Link} Product.
- This license does **not** grant the right to use, sell, reproduce, display, perform, or distribute any interfaces; to obtain those rights, Developer must apply for, be accepted for, and enter into a separate license specifically for those rights.

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1. Definitions

- 1.1. **“Addresses”** means a mailing address (other than a Post Office[™] box address) that has been standardized to conform with USPS address requirements including the requirements of USPS ZIP + 4[®].
- 1.2. **“Field of Use”** means use in the mailing industry to prepare Addresses for use on deliverables, including letters, flats, postcards, packages, advertisements, magazines, books, and any other item delivered by USPS, for acceptance, handling, and/or delivery by USPS; the “Field of Use” excludes use in the preparation of address(es), address list(s), and other types of list(s), envelope(s), box(es), packaging, leaflet(s), advertising, deliverable(s), or communication(s) for any other purpose.
- 1.3. **“Improvements” has the definition set forth in Section 2.7.**
- 1.4. **“Interface”** means one or more Interfaces, each of which directly or indirectly uses the Licensed Materials and/or complies with the Licensee Performance Requirements and/or Software Developer Guide, and/or was developed in an attempt or with the intent of complying with the Licensee Performance Requirements and/or Software Developer Guide.
- 1.5. **“Licensed Materials”** means the materials that USPS provides to the Developer under this Agreement for developing the Interface, which materials may include:
 - 1.5.1. The Suite^{Link} Product and any updates therefor and materials, know-how, computer code, and technical information related thereto, whether in written or oral form.
 - 1.5.2. The Licensee Performance Requirements (defined below).
 - 1.5.3. The Software Developer Guide (defined below).
 - 1.5.4. All whole or partial copies on any media, adaptations, improvements, modifications, translations, derivative works, compilations, partial copies within modifications, including merges with other materials (from whatever source) and updates based on the foregoing, of the Suite^{Link} Product and other Licensed Materials that are provided to Developer by USPS under this Agreement.
- 1.6. **“Licensee Performance Requirements”** means the most current copy of the USPS publication entitled “Suite^{Link} Interface Developer Licensee Performance Requirements,” as updated from time to time, which is incorporated herein by reference and which will be displayed by USPS upon its designated web site; under no circumstance shall USPS be

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responsible for Developer's failure to possess the most current copy of the Licensee Performance Requirements.

- 1.7. **"Platform"** means the individual computer operating platforms for which Licensee develops under this Developer's Agreement separate, individual Interfaces, each of which can run only on one Platform.
- 1.8. **"Software Developer Guide"** means the most current copy of the USPS publication entitled "Suite^{Link} Software Developer Guide" provided or made available to Developer by USPS, which may be updated from time to time and is incorporated herein by reference.
- 1.9. **"Suite^{Link} Product"** means the USPS product facilitating the improvement of business delivery addresses, specifically, a product for improving business delivery addresses for multi-occupation buildings by responding to inquiries as to whether a suite number and/or other secondary address information is available and if so providing this information.
- 1.10. **"Territory"** means Licensee's places of business operating within the geographic boundaries of the United States, its territories, and possessions.
- 1.11. **"Trademark(s)"** means, collectively or individually, the USPS-owned trademarks Suite^{Link™}, UNITED STATES POSTAL SERVICE[®], POSTAL SERVICE[™], US POSTAL SERVICE[®], and USPS[®].

2. Scope and Purpose

- 2.1. The sole purpose of this Agreement is to authorize the development of an Interface using the Licensed Materials as a step towards facilitating commercial use of the Suite^{Link} Product.
- 2.2. The scope of this Agreement does not include, directly or indirectly, renting, selling, distributing, transferring, disclosing, providing services, or otherwise providing to others ***anything whatsoever.***
- 2.3. Except as explicitly authorized by this Agreement or subsequently by USPS in writing for testing the Interface being developed under this Agreement, the scope of this Agreement does not include using the Interface with the Suite^{Link} Product to process any address information.

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- 2.4. The scope of this Agreement does not include any express or implied right to export the Licensed Materials out of the United States.
- 2.5. The scope of this Agreement does not include any right to use the Licensed Materials to conduct any research or evaluations or the like, except strictly as necessary to develop Interfaces as authorized under this Agreement.
- 2.6. The scope of this Agreement does not include any express or implied right to use, display, reproduce, distribute, outsource, sublicense, disassemble or reverse engineer, or compile data from or using the Suite^{Link} Product except as necessary to develop and test Interfaces in accordance with this Agreement.
- 2.7. The scope of this Agreement does not include any right
- to improve, correct, enhance, modify, alter, reconfigure, change, or prepare derivatives or variations of the Suite^{Link} Product, Licensed Materials, or any portion thereof directly or indirectly;
 - to make, jointly or individually, any invention or any improvement on any invention, whether patentable or unpatentable, or otherwise engage in inventive endeavors on or relating to the Suite^{Link} Product, Licensed Materials, or any portion thereof; or
 - to develop any USPS-originating concepts, ideas, or thoughts related to the Suite^{Link} Product or Licensed Materials, or any portion thereof;

(collectively referred to herein as “Improvements”) without the prior written approval of USPS, which approval USPS may withhold in its sole discretion, except strictly as necessary to prepare Interfaces in accordance with this Agreement.

3. The USPS Grant

- 3.1. So long as exercised strictly in accordance with the terms and conditions set forth in this Agreement and within the Scope and Purpose set forth above, USPS grants to Developer for the Term of this Agreement, until terminated or suspended as set forth below, in the Territory a non-exclusive, non-transferable, revocable license to use the Licensed Materials

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to develop one or more Interfaces, each of which must function on only one Platform, for use only with Addresses and only in the Suite^{Link} Product in the Field of Use in compliance with the Licensee Performance Requirements and the Software Developer Guide.

- 3.2. This License does not include any express or implied right to market separate or stand-alone products derived from the Suite^{Link} Product without prior written permission of USPS.
- 3.3. This License does not include any express or implied right to use Licensed Materials provided or obtained under this License for any purpose outside of the Scope and Purpose of this Agreement other than the fulfillment of requirements under this License.
- 3.4. The License includes the right to make copies of the Licensed Materials only as specifically authorized and provided for in this Agreement and in the Licensed Materials and only to the extent necessary to develop and test the Interface.

4. *Developer*

- 4.1. Developer acknowledges its obligation to and agrees to use the Licensed Materials and any Interface it develops only within the Scope and Purpose set forth above.
- 4.2. Developer agrees and acknowledges that if Developer makes any Improvements, then such Improvements shall be made on behalf of USPS, who shall own all right, title, and interest in such Improvements and to whom Developer hereby assigns all right, title, and interest.
 - 4.2.1. If the foregoing is legally ineffective to convey all right, title, and interest to USPS, then Developer agrees to assign all right, title, and interest to USPS upon the making of such Improvement and agrees to execute a written document memorializing that assignment as soon as possible thereafter; further, Developer agrees to cooperatively execute any other documents needed to memorialize the foregoing and/or to record it in the records of the US Patent and Trademark Office or other government organizations.

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5. USPS's Intellectual Property Rights and Developer's Limited Advertising Rights

- 5.1. USPS represents, and Developer agrees and acknowledges, that USPS owns all right, title and interest in the intellectual property rights and any other rights in the Suite^{Link} Product and other Licensed Materials in their present and future forms.
- 5.2. Developer agrees and acknowledges that the Licensed Materials are confidential, proprietary property of USPS.
- 5.3. Developer agrees and acknowledges that USPS owns all right, title, and interest in the trademark Suite^{Link}, as well as in the other trademarks in the Licensed Materials; and
- 5.4. Developer agrees that it shall not use this Trademark or other Trademarks except with the permission of the USPS and with the approval of USPS for each proposed use well prior to engaging in such use publicly.
- 5.4.1. Developer agrees to use the Trademark only to refer to services or products originating with the USPS.
- 5.4.2. Developer shall not advertise or promote or even imply that it is developing and/or will be marketing services or products *certified or authorized* by the USPS for use with Suite^{Link} Product. Developer may disclose **only** that it has "**applied**" to become a "certified Interface Developer" for the "United States Postal Service's Suite^{Link} Product."
- 5.4.3. Developer agrees that these provisions concerning Developer's Limited Advertising are not exclusive and that USPS may impose additional requirements which, in its sole discretion, it finds necessary.

6. Certification and Changes to Licensed Materials

- 6.1. The Interface developed under this Agreement must adhere to the requirements set forth in the Software Developer Guide and the Licensee Performance Requirements, defined above and incorporated herein.

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- 6.2. Prior to using its Interface anywhere other than Developer's development site, Developer must:
- 6.2.1. perform a certification test using the Interface to ensure compliance with the Software Developer Guide and the Licensee Performance Requirements. USPS may conduct this test remotely. In addition, USPS may request that Developer submit the Interface to USPS for testing; and
 - 6.2.2. receive written notification from USPS that USPS has completed its testing of the Interface and approves Developer's use of the Interface.
- 6.3. Except strictly as needed for development and testing, Developer shall not use the Interface either before or after it is tested and approved in writing by USPS, until it enters into the appropriate agreement with USPS for such use.
- 6.4. USPS reserves the right to make any and all changes within the Licensed Materials as it deems necessary in the design, function, reporting requirements, or other components established within the Licensee Performance Requirements or the Software Developer Guide, as defined above and incorporated herein.
- 6.5. Developer must modify its Interface within thirty (30) days of receipt of USPS changes to the Licensed Materials, or such other periods of time as required by USPS.
- 6.6. Developer shall satisfy the USPS testing requirements as set forth above under the following conditions:
- 6.6.1. Prior to using the modified Interface other than in Developer's development site.
 - 6.6.2. In the event Developer modifies the Interface for reasons unrelated to USPS change of Licensed Materials.
 - 6.6.3. Developer shall perform a certification test using the Interface at least once during each term of this Agreement to ensure compliance with the Software Developer Guide and the Licensee Performance Requirements.

7. Fees

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- 7.1. USPS shall have the right to modify the Agreement to increase the requirements to such amount as it deems within its discretion appropriate by informing Licensee of such price modification. USPS shall inform Licensee of price increases at least ninety (90) days prior to their effective date.
- 7.2. Licensee may elect to terminate this License Agreement upon receipt of a License Fee Schedule with price increases by providing USPS written notice within thirty (30) days after receipt of License Fee Schedule with price increases. Termination of this License Agreement by Licensee subsequent to receipt of License Fee Schedule with price increases shall not relieve Licensee of any obligations under this License Agreement until the cancellation effective date.

8. *Term of License Agreement*

- 8.1. The term of this License Agreement shall commence on the date of execution of this License Agreement by all parties, and continue until the next September 30th unless earlier terminated pursuant to Section 9, below.
- 8.2. Provided that Developer has received no notice of suspension, default or termination under this License Agreement or other License Agreement with USPS, Developer may elect to extend the term of this License Agreement for an additional one-year term, commencing on October 1 of each year, by notifying USPS in writing (or email) no less than thirty (30) days prior to the expiration of this License Agreement.
- 8.3. The term of the License agreement, as extended on an annual basis, shall not exceed ten (10) years.

9. *Termination and Suspension*

- 9.1. Notwithstanding the term of the License Agreement established herein, either party may terminate this License Agreement upon sixty (60) days written notice to the other party.
- 9.2. If USPS determines that Developer at any time during the term of this License Agreement fails to comply with or fulfill any of the terms or conditions hereof or of any other License Agreement with Developer, USPS may, at its discretion, terminate this License Agreement

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by sending Developer a notice of termination. The notice shall state the reasons for the termination and shall provide Developer with a period of thirty (30) days to cure all defects and avoid termination.

9.3. USPS shall incur no liability for any reason due to the termination of this Agreement.

9.4. Solely at the discretion of the USPS, USPS may, as an interim measure in lieu of termination, suspend Developer's rights under this Agreement if USPS determines that Developer at any time during the term of this License Agreement fails to comply with or fulfill any of the terms or conditions hereof or of any other License Agreement between USPS and Developer. The Suspension shall be effective in accordance with the reasons and terms USPS communicates to Developer. Upon receiving notification of the suspension, Developer shall cease the activities specified by USPS. Developer will have no right to resume such activities until Developer takes the necessary actions to resolve the reasons for the suspension to the satisfaction of the USPS, which shall be communicated in writing.

9.5. Upon expiration or termination of the Agreement, Developer agrees to:

- 9.5.1. cease all development, testing, or other use of the Interface, the Suite^{Link} Product, and other Licensed Material;
- 9.5.2. destroy and/or deliver to USPS the Suite^{Link} Product, the Interface, and all other Licensed Materials along with all whole or partial copies of the foregoing; and
- 9.5.3. deliver to the USPS a notarized statement signed by an officer of Developer confirming return and/or destruction of the items identified above.

Notwithstanding any such expiration or termination, Developer shall remain obligated to abide by the confidentiality provisions of this Agreement.

9.6. No waiver by either party of a breach or a default of this Agreement shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.

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9.7. Resort by USPS to any remedies referred to in this License Agreement or arising by reason of a breach of this Agreement by Developer shall not be construed as a waiver by USPS of its right to resort to any and all other legal and equitable remedies available to USPS.

10. *Limitation of Liability*

Other than as specifically set forth in this Agreement, USPS makes no representations or warranties, express or implied, as to merchantability, fitness for any particular purpose or otherwise with respect to the Suite^{Link} Product, and other Licensed Materials nor shall USPS be liable for any special, incidental or consequential damages even if it has been or is hereafter advised of the possibility of such damages. USPS shall not be liable for any design, performance or other fault or inadequacy of the Suite^{Link} Product, and other Licensed Materials or for damages of any kind arising out of or in any way related to or connected with such fault or inadequacy.

11. *Indemnity*

11.1. USPS agrees to hold harmless, defend and indemnify Developer for infringement of any U.S. intellectual property rights in the Licensed Materials. The foregoing obligation shall not apply unless (1) USPS shall have been informed within ten [10] calendar days from when Developer learned of the suit or action alleging such infringement and (2) USPS shall have been given the opportunity to assume complete and sole control of the defense against the claim of infringement, with the assistance of Developer, each at its own expense.

11.2. Developer agrees to hold harmless, defend and indemnify USPS for infringement of any U.S. patent, copyright, trademark, or service mark arising out of Developer's modification to or development of applications, materials, software or anything else for use with Suite^{Link} Product. In addition, Developer agrees to hold harmless, defend and indemnify USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought forth, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this License, resulting in whole or in part from any breach of this Agreement or from the

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negligence or intentional misconduct, including any unauthorized disclosure or misuse of the Licensed Materials, including data derived from the Suite^{Link} Product, by Developer, or any employee, agent, or representative of Developer.

12. Confidentiality of the Suite^{Link} Product and Other Licensed Materials

- 12.1. Suite^{Link} Product and other Licensed Materials are confidential and proprietary to USPS and shall remain the property of USPS. Nothing contained in this Agreement shall give Developer any right, title, or interest in or to the Suite^{Link} Product except as the recipient of the license granted in this Agreement.
- 12.2. Developer agrees to hold all information concerning Suite^{Link} Product confidential, to disclose said information only in accordance with the provisions of this Agreement, to take all reasonable steps (including at a minimum, but not limited to, those steps necessary to comply with Sections 12.4 and 18 of this Agreement) to safeguard the confidentiality of the Suite^{Link} Product and other Licensed Materials, and any or all parts thereof, and to prevent unauthorized disclosure thereof by Developer's employees, agents, representatives, and customers.
- 12.3. Unauthorized disclosure includes using the Suite^{Link} Product and/or Licensed Materials for artificially creating or maintaining address lists, providing the Suite^{Link} Product or any portion thereof to any third party for any purpose or under any conditions except as expressly authorized by this Agreement, or any other use of the Suite^{Link} Product and/or the provided source code that is not specifically authorized by this Agreement.
- 12.4. Developer agrees to provide security for all Licensed Materials that is equal to or greater than the level of security necessary for compliance with the USPS *ADP Security Handbook* (Handbook AS-805), a copy of which may be obtained from the USPS designated web site.
- 12.4.1. At all times, Developer shall maintain (a) appropriate security controls to restrict access to the hardware, software (including the server and workstations), and data used in connection with the Suite^{Link} Product and to ensure a secure environment for maintaining that hardware, software, and data, (b) personnel

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and management policies sufficient to provide reasonable assurance of the trustworthiness and competence of its employees and the satisfactory performance of their duties and in accordance with all applicable laws, rules and regulations, and (c) appropriate computer and network security controls, including the use of reasonable security procedures which are sufficient to ensure that documents, notices and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained, or retrieved are authentic, accurate, reliable, complete, and confidential, and that business records and data are protected from improper access.

- 12.5. To ensure the confidentiality of address information in the Suite^{Link} Product, Developer shall ensure that none of its employees or contractors or any other related individual or entity disclose to any third party any address information obtained through use directly or indirectly of the Suite^{Link} Product.
- 12.6. Developer agrees to control and restrict any access to address information in or from the Suite^{Link} Product to employees or contractors who need it to perform work for Developer under this Agreement.
- 12.7. Due to the sensitive nature of the confidential and proprietary information contained in the Licensed Materials, Developer acknowledges that unauthorized use and/or disclosure of Licensed Materials will irreparably harm USPS's right to control its intellectual property. Accordingly, Developer consents to such injunctive, equitable, or other monetary relief as a court of competent jurisdiction may deem proper.

13. Proprietary Notice

Any copies of Licensed Materials produced by Developer shall have a notice identifying the same as the confidential and proprietary property of USPS.

14. Audit and Inspection Rights

To the extent reasonably necessary to ensure Developer's use of the Licensed Materials in compliance with the terms of this License Agreement, USPS, through its employees or agents and at its own expense, may inspect and audit the systems, premises, operations, books, and records of Developer either with or without notice to Developer during the term of this Agreement and for a period of three (3) years after termination of this Agreement. Developer shall provide USPS or its agent's access during normal business hours to the systems, premises, operations, books, and records that relate to Developer's use of the Licensed Materials. Books and records that relate to Licensed Materials shall be retained in accordance with USPS's retention guidelines, but for no less than three (3) years from such performance or use. Notwithstanding the foregoing, USPS may inspect, at any time, Developer's use of the Licensed Materials and the Suite^{Link} Product on Developer's web site.

15. No Partnership or Joint Venture

This Agreement does not create a partnership or joint venture between the parties and Developer shall have no power to obligate or bind USPS in any manner whatsoever.

16. Notices

Any notice to be given under this Agreement shall be given in writing at the address of each party set forth in this Agreement, or to such other address as either party may designate by written notice to the other.

17. Governing Law

This Agreement shall be governed by and construed in accordance with principles of federal law. Further, the parties each agree and acknowledge that the USPS regulations and/or policies governing procurement of supplies and/or services shall not apply to this Agreement, and the parties waive any and all express and implied remedies, recourse or administrative procedures provided or created thereby.

18. Applicable Law Compliance

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- 18.1. The Licensed Materials, in particular, the address information contained therein, are governed by the provisions of 39 USC 412, which prohibits the disclosure of lists of names or addresses. Accordingly, Developer shall take all steps necessary to secure the Licensed Materials in a manner that fully complies with Section 412. Developer shall ensure that it does not use the Licensed Materials for the purpose of creating or maintaining address lists.
- 18.2. Developer shall adopt all security measures identified within the Licensee Performance Requirements to detect cases where address records have been artificially generated and presented to the Suite^{Link} Product for the apparent purpose of creating an address list.
- 18.3. Developer acknowledges that the export of the Licensed Materials and Suite^{Link} Product is outside the Scope and Purpose of this Agreement and is outside the license granted in this Agreement and that such export may be subject to compliance with the Export Administration Act Regulations of the United States Department of Commerce, as amended, and other export controls of the United States ("Export Laws"). Developer agrees that it will comply with such Export Laws and that it will not export or re-export any Licensed Materials or direct products thereof in violation of such Export Laws or otherwise.

19. *Jurisdiction and Venue*

The Parties acknowledge and agree that any action taken with respect to claims filed in court, whether at law or equity, shall be brought, if possible, in the District of Columbia.

20. *Entire Agreement*

This Agreement constitutes the entire Agreement between USPS and Developer concerning the subject matter thereof and supersedes all previous agreements and understandings. This Agreement may not be altered, amended, or modified except by a written instrument signed by authorized representatives of USPS and Developer.

21. Non-Transferable

This License shall not be transferable, in whole or in part, by operation of law or otherwise. The rights and obligations of Developer shall be terminated immediately in the event of the death of Developer (if an individual) or, dissolution, merger, buy-out, or transfer (of any kind) of the assets of Developer (if other than an individual). In case of an attempt to transfer this Agreement in whole or in part, this Agreement shall be void. For purposes of this Agreement, an assignment shall include, in addition to the express assignment by Developer of any interest in this Agreement to another party, any voluntary, involuntary, direct or indirect assignment, sale or other transfer by Developer or its owners of any interest in this Agreement. An assignment shall also include, without limitation, any transfer of more than thirty percent (30%) of the ownership interests held in Developer through a single transaction or series of transactions, or reduction of more than thirty percent (30%) in ownership interests of the owners of Developer through a single transaction or series of transaction, whether effected directly or indirectly through or by (a) any transfer of the capital stock or other ownership interests in Developer or its owners, or (b) merger, consolidation or issuance of additional shares in Developer of its owners, or (c) otherwise in a transaction affecting ownership in the Developer or the rights of Developer to and under this Agreement.

22. Changes to Information

Any change to the personnel, location, and/or software systems for activities involving or relating to the Suite^{Link} Product must be reported to the USPS immediately.

23. Survival Obligations

The definitions set forth in this Agreement in Section 1 and elsewhere and the obligations set forth in Sections 2, 5.1, 5.2, 5.3, 6, 9.3, 9.5, 9.7, 12, 13, 14, 17, 18, and 21 shall survive the expiration or termination of this Agreement.

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IN WITNESS THEREOF, the parties have executed this Agreement effective as of the date first written above:

DEVELOPER: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

UNITED STATES POSTAL SERVICE:

BY: _____

NAME: Audrey K. Conley

TITLE: Contracting Officer's Representative

DATE: _____